



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

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Houston, Texas 77054
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COVID-19

March 22, 2021


County Judge Hidalgo and
Commissioner Ellis, Garcia, Ramsey and Cagle

AGENDA LETTER

Please consider the following items on the Commissioners Court Agenda for March 30, 2021:

- Request for additional funding of \$550,000.00 to the Community Services Department (CSD) to assist Public Health with its isolation assistance initiatives in response to COVID-19. The funds will allow for continued operations of the joint City of Houston and Harris County Medical Isolation and Recovery Center (H-MIRC) through June 30, 2021.
- Approval of the attached Agreement Amendments, prepared by the County Attorney, in support of H-MIRC. The amendments will extend the terms of service through June 30, 2021 and add corresponding funding as follows:
 - United Health Partners, Inc., H-MIRC Site Operator, \$871,065.00
 - Tetra Tech, Inc., H-MIRC On Site Monitor, \$629,130.00

Thank you for your assistance with this request.

DocuSigned by:

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Adrienne M. Holloway, Ph.D.
Executive Director

AM/mn/erw

Harris County Community Services Department

EXECUTIVE SUMMARY

Amendments to Agreements for Services

March 30, 2021

On March 24, 2020, in response to the COVID-19 pandemic event, Commissioners Court authorized initial funding to the Community Services Department (CSD) to support activities related to services for the homeless population.

On or around April 2, 2020, Harris County entered into Master Agreements with UHP Health Partners, Inc. and Tetra Tech, Inc. to operate and monitor the operations of a medical isolation and recovery shelter (H_MIRC) to assist Vulnerable Residents of Harris County during the COVID-19 Public Health Disaster.

On July 28, 2020 and December 1, 2020, Commissioners Court authorized additional funding to CSD to continue support activities for H-MIRC.

On January 26, 2021, the Master Agreements were amended for the sixth time to allow for operations through March 31, 2021 and add corresponding funding.

Due to the ongoing seriousness of the COVID-19 pandemic, CSD is requesting an additional \$550,000.00 transfer into the established sub-activity (Medical Isolation & Recovery) of the COVID-19 response in order to continue operations of the joint City of Houston and Harris County Medical Isolation and Recovery Center.

Harris County and the Contractors now desire to amend the Master Agreements again to extend the Term of the Master Agreements and add funding for the extended terms. Attached for Commissioners Court review and approval are the Amendments to Agreements for Services as follows:

- United Health Partners, Inc., H-MIRC Site Operator: April 1-June, 30, 2021, \$871,065.00
- Tetra Tech, Inc., H-MIRC On Site Monitor: February 1-June 30, 2021, \$629,130.00

**SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND UNITED HEALTH PARTNERS, INC. DBA UHPHEALTH**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Seventh Amendment is made and entered into by and between **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas (“County”) acting by and through its **Community Services Department** (“Department”), and **United Health Partners, Inc. dba UHPhealth**, a 501 (c)(3) non-profit entity created pursuant to the laws of Texas (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party”.

Recitals

As part of its disaster recovery efforts, the County, on or around April 2, 2020, entered into an Agreement with UHPhealth. (“Master Agreement”) to operate a medical isolation and recovery shelter to assist Vulnerable Residents of Harris County during the COVID-19 Public Health Disaster.

On June 30, 2020, the Master Agreement was amended for the first time to extend the Term of the Master Agreement, specify certain services to be provided by Contractor, and adjust the funding limitation relative to those services (“First Amendment”).

On July 31, 2020, the Master Agreement was amended for the second time to extend the Term of the Master Agreement and add additional funding for the extended term (“Second Amendment”).

On August 18, 2020, the Master Agreement was amended for the third time to correct a funding error in the funding amount in the Second Amendment (“Third Amendment”).

On September 29, 2020, the Master Agreement was amended for the fourth time to extend the Term of the Master Agreement and add additional funding for the extended term (“Fourth Amendment”).

On December 1, 2020, the Master Agreement was amended for the fifth time to extend the Term of the Master Agreement, add additional funding for the extended term, and add Section 1(S) (“Fifth Amendment”).

On January 26, 2021, the Master Agreement was amended for the sixth time to extend the Term of the Master Agreement and add additional funding for the extended term (“Sixth Amendment”).

Contractor provides healthcare services, health risk prevention services, and mental health counseling to residents of Harris County. Harris County’s number of Vulnerable Residents is

steadily increasing due to the closure of businesses, restaurants, and schools in the area as a result of the continuing COVID-19 Public Health Disaster.

The Parties agree that providing a medical isolation and recovery shelter to assist Vulnerable Residents of Harris County during the COVID-19 Public Health Disaster serves a public purpose.

The Parties now desire to amend the Master Agreement for the seventh time to extend the Term of the Master Agreement, add additional funding for the extended term (“Seventh Amendment”).

Terms

I.

This Seventh Amendment shall be governed by the Master Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment which are incorporated herein by reference as if set forth word for word.

II.

The County Executes this Seventh Amendment by and through the County Judge. The Term of the Master Agreement is hereby extended and the Agreement shall remain in full force and effect until June 30, 2021. This Seventh Amendment shall become effective upon final execution and remain in full force and until June 30, 2021, unless earlier terminated in accordance with the Master Agreement.

III.

Section 1 of the Master Agreement entitled “General Scope of Services” is hereby amended to add the following:

- (T) County may extend the term of the Master Agreement in additional ninety (90) day periods through March 31, 2022, by providing Contractor written notice of its intent to extend the Master Agreement not less than thirty (30) days prior to the Master Agreement’s expiration date.

IV.

LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of Three Million Four Hundred Eighty-Four Thousand Two Hundred Sixty and No/Dollars (\$3,484,260.00), the County hereby amends the Master Agreement to certify as available Eight Hundred Seventy-One Thousand Sixty-Five and No/Dollars (\$871,065.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Four Million Three Hundred Fifty-Five Thousand Three Hundred Twenty-Five and No/Dollars (\$4,355,325.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total

maximum sum that the County shall become liable to pay to Contractor under this Seventh Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Eight Hundred Seventy-One Thousand Sixty-Five and No/Dollars (\$871,065.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Four Million Three Hundred Fifty-Five Thousand Three Hundred Twenty-Five and No/Dollars (\$4,355,325.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Seventh Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Seventh Amendment.

V.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

It is expressly understood and agreed that the Master Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Seventh Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement or First Amendment or Second Amendment or Third Amendment or Fourth Amendment or Fifth Amendment or Sixth Amendment, this Seventh Amendment shall control.

VII.

EXECUTION

Multiple Counterparts: This Seventh Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Seventh Amendment.

[Execution Page Follows]

UNITED HEALTH PARTNERS, INC.
DBA UHPHEALTH

By: *Bernice Koko*
Name: Bernice Koko
Date: 3/26/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: *Sam Kirchhoff*
Sam Kirchhoff
Assistant County Attorney
C.A. File 21GEN0857

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND UNITED HEALTH PARTNERS, INC. DBA
UHPHEALTH**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Amendment to the Agreement between Harris County and United Health Partners, Inc. dba UHPHealth, for the purpose of extending the term of the Agreement at a cost of \$871,065.00 to the County, to continue to operate a medical isolation and recovery shelter to assist Vulnerable residents of Harris County during the COVID-19 Public Health Disaster. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND TETRA TECH, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Seventh Amendment is made and entered into by and between **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas (“County”) acting by and through its **Community Services Department** (“Department”), and **Tetra Tech, Inc.** (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party”.

Recitals

As part of its disaster recovery efforts, the County, on or around April 2, 2020, entered into an Agreement with Tetra Tech, Inc. (“Master Agreement”) to monitor the operations of a medical isolation and recovery shelter to assist Vulnerable Residents of Harris County during the COVID-19 Public Health Disaster.

On June 30, 2020, the Master Agreement was amended for the first time to extend the Term of the Master Agreement, specify certain services to be provided by Contractor, and adjust the funding limitation relative to those services (“First Amendment”).

On July 31, 2020, the Master Agreement was amended for the second time to extend the term of the Master Agreement and to add additional funding (“Second Amendment”).

On September 29, 2020, the Master Agreement was amended for the third time to extend the term of the Master Agreement and to add additional funding (“Third Amendment”).

On October 27, 2020, the Master Agreement was amended for the fourth time to extend the term of the Master Agreement and to add additional funding (“Fourth Amendment”).

On December 1, 2020, the Master Agreement was amended for the fifth time to extend the term of the Master Agreement, add additional funding, and add Section 1(P) (“Fifth Amendment”).

On January 26, 2020, the Master Agreement was amended for the sixth time to extend the term of the Master Agreement and add additional funding (“Sixth Amendment”).

The Parties agree that providing a medical isolation and recovery shelter to assist Vulnerable Residents of Harris County during the COVID-19 Public Health Disaster serves a public purpose.

The Parties now desire to amend the Master Agreement for the seventh time to extend the Term of the Master Agreement and add additional funding for the extended term (“Seventh Amendment”).

Terms

I.

This Seventh Amendment shall be governed by the Master Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment which are incorporated herein by reference as if set forth word for word.

II.

The County Executes this Seventh Amendment by and through the County Judge. The Term of the Master Agreement is hereby extended and the Agreement shall remain in full force and effect until June 30, 2021. This Seventh Amendment shall become effective upon final execution and remain in full force and until June 30, 2021, unless earlier terminated in accordance with the Master Agreement.

III.

Section 1 of the Master Agreement entitled “General Scope of Services” is hereby amended to add the following:

- (S) County may extend the term of the Master Agreement in additional ninety (90) day periods through March 31, 2022, by providing Contractor written notice of its intent to extend the Master Agreement not less than thirty (30) days prior to the Master Agreement’s expiration date.

IV.

LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of Two Million Five Hundred Sixteen Thousand Five Hundred Twenty and No/Dollars (\$2,516,520.00), the County hereby amends the Master Agreement to certify as available Six Hundred Twenty-Nine Thousand One Hundred Thirty and No/Dollars (\$629,130.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Three Million One Hundred Forty-Five Thousand Six Hundred Fifty and No/Dollars (\$3,145,650.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this Seventh Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Six Hundred Twenty-Nine Thousand One Hundred Thirty and No/Dollars (\$629,130.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master

Agreement shall be Three Million One Hundred Forty-Five Thousand Six Hundred Fifty and No/Dollars (\$3,145,650.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Seventh Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Seventh Amendment.

V.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

VI.

It is expressly understood and agreed that the Master Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Seventh Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement or First Amendment or Second Amendment or Third Amendment or Fourth Amendment or Fifth Amendment or Sixth Amendment, this Seventh Amendment shall control.

VII.

EXECUTION

Multiple Counterparts: This Seventh Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Seventh Amendment.

[Execution Page Follows]

TETRA TECH, INC.

DocuSigned by:
By: Jonathan Burgiel
Name: Jonathan Burgiel
Date: 3/26/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFFEE
COUNTY ATTORNEY

DocuSigned by:
By: Sam Kirchhoff
C466262BA8A34D6...
Sam Kirchhoff
Assistant County Attorney
C.A. File 21GEN0858

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND TETRA TECH, INC.**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Amendment to the Agreement between Harris County and Tetra Tech, Inc., for the purpose of extending the term of the Agreement at a cost of \$629,130.00 to the County, to continue to monitor operations of a medical isolation and recovery shelter to assist Vulnerable residents of Harris County during the COVID-19 Public Health Disaster. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.